

EXHIBIT 1



Notice of Service of Process

null / ALL
Transmittal Number: 29105106
Date Processed: 05/14/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America, LLC

Title of Action: Sana Sarkis Vorperian vs. Jaguar Land Rover North America, LLC

Matter Name/ID: Sana Sarkis Vorperian vs. Jaguar Land Rover North America, LLC (15701833)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 24CHCV01776

Jurisdiction Served: California

Date Served on CSC: 05/14/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: The Margarian Law Firm
818-553-1000

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company; and DOES 1 through 30, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SANA SARKIS VORPERIAN, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/08/2024 5:24 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Chambers, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
Chatsworth Courthouse
9425 Penfield Avenue, Chatsworth, CA 91311

CASE NUMBER:
(Número del Caso):

24CHCV01776

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Hovanes Margarian SBN 246359; Armen Margarian SBN 313775; Shushanik Margarian SBN 318617; The Margarian Law Firm; 462 West Colorado Street, Glendale, CA 91204, Tel: (818) 553-1000

DATE:
(Fecha) 05/08/2024

Clerk, by _____, Deputy
(Secretario) N. Chambers (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of: (specify):
- ☒ on behalf of (specify): JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): Corp. Code 17701.16, limited liability company
- ☐ by personal delivery on (date):

Hovanes Margarian, SBN 246359
hovanesm@margarianlaw.com
Armen Margarian, SBN 313775
armenm@margarianlaw.com
Shushanik Margarian, SBN 318617
shushanik@margarianlaw.com
THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204
Telephone Number: (818) 553-1000
Facsimile Number: (818) 553-1005

Attorneys for Plaintiff
SANA SARKIS VORPERIAN

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/08/2024 5:24 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Chambers, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES, NORTH VALLEY JUDICIAL DISTRICT

SANA SARKIS VORPERIAN, an individual,

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH AMERICA,
LLC, a Delaware Limited Liability Company; and
DOES 1 through 30, inclusive,

Defendants.

Case No.: **24CHCV01776**

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

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COMPLAINT

7 NOW COMES Plaintiff SANA SARKIS VORPERIAN, an individual, by and through Plaintiff's
8 attorneys of record, The Margarian Law Firm, with Plaintiff's Complaint for Damages against
9 Defendants JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability
10 Company; and DOES 1 through 30, inclusive, alleges and affirmatively states as follows:

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PARTIES

17 1. Plaintiff SANA SARKIS VORPERIAN ("Plaintiff") is and was at all times relevant herein an
18 individual residing in Los Angeles County, State of California and purchased the 2020 Land Rover Range
19 Rover bearing the Vehicle Identification Number SALYB2EX0LA266429 ("Subject Vehicle") in the
20 State of California.

21 2. Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC ("Manufacturer") is and was,
22 at all times relevant herein, a Delaware Limited Liability Company authorized to do business in the State
23 of California and is engaged in the manufacture, sale, and distribution of motor vehicles and related
24 equipment and services. Manufacturer is also in the business of marketing, supplying, and selling written
25 warranties to the public at large through a system of authorized dealerships. Manufacturer does business
26 in all counties of the State of California.

27 3. Manufacturer, and DOES 1 through 30, inclusive, are collectively hereby referred to as
28 Defendants.

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BACKGROUND

25 4. Plaintiff purchased for valuable consideration the Subject Vehicle manufactured by
26 Manufacturer.

27 5. The total sales price of the Subject Vehicle totaled Fifty-One Thousand Nine Hundred Fifty
28 Dollars and No Cents (\$51,950.00).

1 6. Plaintiff took possession of the Subject Vehicle and shortly thereafter experienced the various
2 defects listed below that substantially impair the use, value, and safety of the Subject Vehicle.

3 7. The defects listed below violate the express written warranties issued to Plaintiff by
4 Manufacturer, as well as the implied warranty of merchantability.

5 8. Plaintiff brought the Subject Vehicle to Manufacturer's authorized repair facilities for various

1 defects, including, but not limited to, the following:

- 2 • Defective engine – over one (1) failed repair attempt;
- 3 • Defective engine mount vacuum hose – over one (1) failed repair attempt;
- 4 • Defective coolant system – over four (4) failed repair attempts;
- 5 • Defective coolant elbow outlet pipe – over one (1) failed repair attempt;
- 6 • Defective coolant tubes – over one (1) failed repair attempt;
- 7 • Defective auxiliary radiator – over one (1) failed repair attempt;
- 8 • Defective radiator support retaining screws – over one (1) failed repair attempt;
- 9 • Defective coolant reservoir – over one (1) failed repair attempt;
- 10 • Defective turbocharger air cooler – over one (1) failed repair attempt;
- 11 • Defective radiator coolant cap – over one (1) failed repair attempt;
- 12 • Defective driver’s seat – over one (1) failed repair attempt;
- 13 • Defective interactive display control module (“IDCM”) – over one (1) failed repair
- 14 attempt;
- 15 • Defective infotainment system – over one (1) failed repair attempt;
- 16 • Defective upper infotainment screen - over one (1) failed repair attempt;
- 17 • Defective lower infotainment screen - over one (1) failed repair attempt;
- 18 • Defective parking assist control module (“PAM”) - over one (1) failed repair attempt;
- 19 • Defective parking aid sensors – over one (1) failed repair attempt;
- 20 • Defective climate control module software – over one (1) failed repair attempt;
- 21 • Defective left and right A/B/C/D pillars finishers - over one (1) failed repair attempt;
- 22 • Defective powertrain control module (“PCM”) software – over one (1) failed repair
- 23 attempt;
- 24 • Any additional complaints made by Plaintiff, whether or not they are contained in
- 25 Manufacturer’s records or on any repair orders.

26 9. Plaintiff provided Manufacturer through Manufacturer’s authorized repair facilities sufficient
27 opportunities to repair the Subject Vehicle.

28 10. Plaintiff brought the Subject Vehicle to Manufacturer’s authorized repair facilities for repair

on five (5) occasions. (The true and correct copies of the Subject Vehicle's repair orders are attached herein and marked as Exhibit A.)

a. 08/10/2021: Plaintiff brought the Subject Vehicle to Land Rover Encino located and doing business at 15800 Ventura Boulevard, Encino, CA 91436 ("Land Rover Encino") as the engine fan was running very loudly even after the Subject Vehicle shut off after driving. Additionally, the Subject Vehicle would give an alert regarding radiator levels. The personnel at Land Rover Encino performed coolant pressure test and verified Plaintiff's concern. They found the coolant elbow outlet was leaking fluid. They renewed the coolant elbow outlet pipe. The personnel at Land Rover Encino also found the engine mount of the Subject Vehicle was leaking. They installed a new engine mount vacuum hose per service bulletin LTB 01287NAS4. There was also open service campaign N451 related to updating certain vehicles' PCM software, including the Subject Vehicle. The personnel at Land Rover Encino performed the service campaign. The Subject Vehicle was at Land Rover Encino for a total of fourteen (14) days.

b. 05/25/2022: Plaintiff brought the Subject Vehicle to Land Rover Encino as the driver's seat would make noise when adjusting. The personnel at Land Rover Encino verified the concern and found the mechanical system of the driver's seat was dry. They applied lube to the mechanical system. Plaintiff also complained about the air conditioning ("AC") dial being stuck. The personnel at Land Rover Encino verified the concern and found the lower infotainment screen had micro cracking and verified that there was no outside influence. They replaced the lower infotainment screen. Plaintiff also complained about the climate control fan being always on. The personnel at Land Rover Encino updated the climate control module software. Plaintiff also complained about the entertainment system shutting off while driving the Subject Vehicle. Plaintiff had to restart the Subject Vehicle to fix the problem. The Personnel at Land Rover Encino verified the concern and replaced the upper infotainment screen. The Subject Vehicle was at Land Rover Encino for a total of sixteen (16) days.

c. 10/10/2022: Plaintiff brought the Subject Vehicle to Jaguar Land Rover Woodland Hills located and doing business at 22006 West Erwin Street, Woodland Hills, CA 91367 ("Land Rover Woodland Hills") because the coolant level kept getting low and required constant top-off.

1 Additionally, Plaintiff complained about a burning smell and smoke coming from under the hood
2 area. The personnel at Land Rover Woodland Hills verified the concern. They removed the coolant
3 tubes and found a defective seal. They installed new coolant tubes. The Subject Vehicle was at
4 Land Rover Woodland Hills for a total of eight (8) days.

5 d. 03/22/2023: Plaintiff brought the Subject Vehicle to Land Rover Woodland Hills because the
6 coolant level was low and needed to be topped off frequently. The personnel at Land Rover
7 Woodland Hills verified the concern and found the auxiliary radiator was leaking. They replaced
8 the auxiliary radiator and support retaining screws. Plaintiff also complained about the finish of
9 the A/B/C/D pillar trims coming off. The personnel at Land Rover Woodland Hills verified the
10 finishers of the left and right A/B/C/D pillars were delaminating. They replaced the finishers.
11 Plaintiff also complained about the parking aid sensors being inoperative. The personnel at Land
12 Rover Woodland Hills verified the concern and reset the Subject Vehicle's PAM. Plaintiff also
13 complained about the upper infotainment screen making noise, turning off and retracting into
14 dash. The personnel at Land Rover Woodland Hills were unable to verify the concern. The Subject
15 Vehicle was at Land Rover Woodland Hills for a total of twenty-three (23) days.

16 e. 04/18/2023: Plaintiff brought the Subject Vehicle to Land Rover Woodland Hills because coolant
17 was leaking. The personnel at Land Rover Woodland Hills verified the concern and found an
18 internal coolant leak at the turbocharger cooler. They also found the coolant cap was leaking and
19 the coolant reservoir failed. They replaced the turbocharger air cooler and the coolant cap. The
20 Subject Vehicle was at Land Rover Woodland Hills for a total of thirty-five (35) days.

21 11. The Subject Vehicle has been at the service and repair facility undergoing repairs for nearly
22 ninety-six (96) days.

23 12. Manufacturer, through its authorized repair facilities, was unable and/or failed to repair the
24 Subject Vehicle within a reasonable number of attempts.

25 13. As of the present date, the Subject Vehicle still has ongoing problems that were never resolved
26 despite multiple repair attempts.

27 14. Employees at Manufacturer's authorized service and repair facilities allegedly performed
28 repairs and performed the complimentary vehicle inspections of the Subject Vehicle, but there was no

1 change in the defective parts, and the Subject Vehicle remains defective.

2 15. Plaintiff justifiably lost confidence in the Subject Vehicle's reliability and said defects have
3 substantially impaired the use, value, and/or safety of the Subject Vehicle to Plaintiff.

4 16. As a result of said defects, Plaintiff revoked acceptance of the Subject Vehicle in writing on
5 06/15/2023. The Final Notice of Violation of California Law, including but not Limited to the California
6 Song-Beverly Consumer Warranty Act and the Federal Magnuson-Moss Warranty Act ("Final Notice of
7 Violation") was mailed out to Manufacturer on 07/25/2023. The said letters were delivered to
8 Manufacturer's business addresses. (The true and correct copies of the letter for revocation, Final Notice
9 of Violation and envelopes are attached hereto and marked as Exhibit B.)

10 17. At the time of revocation, the Subject Vehicle was substantially in the same condition as at
11 the time of delivery, except for damages caused by its own defects and ordinary wear and tear.

12 18. To date, Manufacturer has failed to accept Plaintiff's demand for revocation and has refused
13 to provide Plaintiff with the remedies Plaintiff is entitled to upon revocation.

14 19. The Subject Vehicle remains in a defective and unmerchantable condition and continues to
15 exhibit the above-mentioned defects that substantially impair its use, value, and/or safety.

16 20. Plaintiff has and will continue to be financially damaged due to Manufacturer's failure to
17 comply with the provisions of the express and implied warranties.

18 **FIRST CAUSE OF ACTION**

19 **BREACH OF WRITTEN WARRANTY**

20 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**

21 *(Against All Defendants)*

22 21. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of
23 Plaintiff's Complaint for Damages.

24 22. Plaintiff acquired a consumer product and received the Subject Vehicle during the duration of
25 a written warranty period as defined in 15 U.S.C. § 2301(6) applicable to the Subject Vehicle and is
26 entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said
27 warranty.

28 23. Manufacturer is a business entity engaged in the business of making a consumer product

1 directly available to Plaintiff.

2 24. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*, is applicable to Plaintiff's
3 Complaint in that the Subject Vehicle was manufactured and leased after July 4, 1975, and costs in excess
4 of Ten Dollars (\$10.00).

5 25. Plaintiff's purchase of the Subject Vehicle was accompanied by written factory warranties for
6 any nonconformities or defects in materials or workmanship, comprising an undertaking in writing in
7 connection with the purchase of the Subject Vehicle to repair the Subject Vehicle or take other remedial
8 action free of charge to Plaintiff with respect to the Subject Vehicle if the Subject Vehicle failed to meet
9 the specifications set forth in said undertaking.

10 26. Said warranties were the basis of the bargain of the agreement between Plaintiff and
11 Manufacturer for the purchase of the Subject Vehicle to Plaintiff by and through Manufacturer's
12 authorized dealers.

13 27. Said acquisition of Plaintiff's Subject Vehicle was induced by, and Plaintiff relied upon, these
14 written warranties.

15 28. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

16 29. Manufacturer's tender of the Subject Vehicle was substantially impaired to Plaintiff.

17 30. Manufacturer's tender of the Subject Vehicle, which was substantially impaired to Plaintiff,
18 constitutes a violation of 15 U.S.C. § 2301, *et seq.*

19 31. As a direct and proximate result of Manufacturer's failure to comply with its express written
20 warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is
21 entitled to bring suit for such damages and other equitable relief.

22 **SECOND CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY**

24 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**

25 *(Against All Defendants)*

26 32. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of
27 Plaintiff's Complaint for Damages.

28 33. The Subject Vehicle acquired by Plaintiff was subject to an implied warranty of

1 merchantability as defined in 15 U.S.C. § 2301(7) running from Manufacturer to the intended consumer,
2 Plaintiff herein.

3 34. Manufacturer is a supplier of consumer goods as a business entity engaged in the business of
4 making a consumer product available to Plaintiff.

5 35. Pursuant to 15 U.S.C. § 2308(a), Manufacturer is prohibited from disclaiming or modifying
6 any implied warranty when making a written warranty to the consumer or when Manufacturer has entered
7 into a contract in writing within ninety (90) days of purchase and/or lease to perform services relating to
8 the maintenance or repair of a motor vehicle.

9 36. Plaintiff's Subject Vehicle was impliedly warranted to be substantially free of defects and
10 nonconformities in both material and workmanship, and thereby fit for the ordinary purpose for which
11 the Subject Vehicle was intended.

12 37. The Subject Vehicle was warranted to pass without objection in the trade under the contract
13 description and was required to conform to the descriptions of the vehicle contained in the contracts and
14 labels.

15 38. The above-described defects in the Subject Vehicle render the Subject Vehicle unfit for the
16 ordinary and essential purpose for which the Subject Vehicle was intended.

17 39. Manufacturer's tender of the Subject Vehicle, which was substantially impaired to Plaintiff,
18 constitutes a violation of 15 U.S.C. § 2301, *et seq.*

19 40. Any efforts to limit the implied warranties in a manner that would exclude coverage of the
20 Subject Vehicle is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the
21 Subject Vehicle is null and void.

22 41. Any limitations on the warranties are procedurally unconscionable. There was unequal
23 bargaining power between Manufacturer, on the one hand, and Plaintiff, on the other.

24 42. Any limitations on the warranties are substantively unconscionable. Manufacturer knew that
25 the Subject Vehicle was defective and would continue to pose a safety risk after the warranties
26 purportedly expired. Manufacturer failed to disclose the aforementioned defects to Plaintiff. Thus,
27 Manufacturer's enforcement of the durational limitations on those warranties is harsh and shocks the
28 conscience.

1 43. Plaintiff has had sufficient direct dealings with either Manufacturer or its agents
2 (Manufacturer's authorized dealers) to establish privity of contract.

3 44. Nonetheless, privity is not required here because Plaintiff is an intended third-party beneficiary
4 of contracts between Manufacturer and its dealers, and specifically, of the implied warranties. The dealers
5 were not intended to be the ultimate consumers of the Subject Vehicle and have no rights under the
6 warranty agreements provided with the Subject Vehicle; the warranty agreements were designed for and
7 intended to benefit consumers. Finally, privity is also not required because the Subject Vehicle is a
8 dangerous instrumentality due to the aforementioned defects.

9 45. Plaintiff provided written notice of breach to Manufacturer and a request to cure. Nonetheless,
10 as a direct and proximate result of Manufacturer's failure to comply with its implied warranties, Plaintiff
11 has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for
12 such damages and other equitable relief.

13 46. Furthermore, affording Manufacturer an opportunity to cure its breach of written warranties
14 would be unnecessary and futile here. Under the circumstances, the remedies available under any
15 informal settlement procedure would be inadequate and any requirement that Plaintiff resorts to an
16 informal dispute resolution procedure and/or afford Manufacturer a reasonable opportunity to cure its
17 breach of warranties is excused and thereby deemed satisfied.

18 47. Plaintiff provided written notice of breach of implied warranties and related consumer
19 protection laws, and opportunity to cure, via letter to Manufacturer.

20 48. Plaintiff would suffer economic hardship if he returned the Subject Vehicle but did not receive
21 the return of all payments made by him. Because Manufacturer is refusing to acknowledge any revocation
22 of acceptance and return immediately any payments made, Plaintiff has not accepted the defects by
23 retaining the Subject Vehicle.

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THIRD CAUSE OF ACTION

BREACH OF WRITTEN WARRANTY

PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

(Against All Defendants)

49. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of Plaintiff's Complaint for Damages.

50. Manufacturer is the warrantor of the Subject Vehicle's express warranty.

51. Pursuant to the Subject Vehicle's express warranty, Manufacturer undertook to preserve or maintain the utility or performance of the Subject Vehicle or provide compensation if there was a failure in such utility or performance.

52. The Subject Vehicle has and has had serious defects and nonconformities to warranty including, but not limited to, the defects described above.

53. the Subject Vehicle was purchased primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for this purpose. (Cal. Civ. Code §1793.22(e)(2).)

54. Plaintiff is a "buyer" of the Subject Vehicle under the California Lemon Law.

55. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the Subject Vehicle.

56. Pursuant to Cal. Civ. Code § 1793.2(c), Plaintiff has delivered the Subject Vehicle to the Manufacturer's service and repair facilities within this state and/or other authorized service dealers of Manufacturer within the terms of protection and has tendered the Subject Vehicle for repairs of the above-mentioned defects that substantially affect the use, value, and safety of the Subject Vehicle.

57. Manufacturer, through its service and repair facilities and/or other authorized dealerships, has been unable to repair the said defects in a reasonable number of attempts.

58. By failure of Manufacturer to remedy the defects as alleged above, or to issue a refund or replacement, Manufacturer is in breach of its obligations under the California Lemon Law.

59. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under the California Lemon Law.

60. Pursuant to Cal. Civ. Code § 1793.2(d), Plaintiff is entitled to a refund of the full purchase price of the Subject Vehicle, the depreciation in value of the Subject Vehicle, any and all incidental and consequential damages as a result of the purchase, including all collateral charges such as sales tax, license fees, registration fees, other official fees, plus any incidental damages including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by Plaintiff.

61. Pursuant to Cal. Civ. Code § 1794, Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorneys' fees reasonably incurred.

62. Manufacturer has willfully violated the provisions of this act by knowing of its obligations to refund or replace Plaintiff's Subject Vehicle but failing to fulfill them.

FOURTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY

PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

(Against All Defendants)

63. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of Plaintiff's Complaint for Damages.

64. The Subject Vehicle acquired by Plaintiff was subject to an implied warranty of merchantability as defined in Cal Civ. Code. § 1790, *et seq.* running from Manufacturer to the intended consumer, Plaintiff herein.

65. The implied warranty of merchantability means and includes that the goods will comply with each of the following requirements: (1) they would pass without objection in the trade under the contract description; (2) they are fit for the ordinary purposes for which such goods are used; (3) they are adequately contained, packaged, and labeled; and (4) they conform to the promises or affirmations of fact made on the container or label.

66. Manufacturer is a supplier of consumer goods as a business entity engaged in the business of making a consumer product available to Plaintiff.

67. Manufacturer is prohibited from disclaiming or modifying any implied warranty under Cal. Civ. Code § 1790, *et seq.*

68. Pursuant to Cal. Civ. Code § 1790, *et seq.*, Plaintiff's Subject Vehicle was impliedly warranted

1 to be fit for the ordinary use or which the Subject Vehicle was intended.

2 69. The Subject Vehicle was warranted to pass without objection in the trade under the contract
3 description and was required to conform to the descriptions of the vehicle contained in the contracts and
4 labels.

5 70. Because the Subject Vehicle was sold to Plaintiff with serious defects that manifested
6 themselves within the period of the implied warranty and which substantially reduced its safety and
7 performance, it (1) would not pass without objection in the trade under the contract description; (2) was
8 and is not fit for the ordinary purposes for which such goods are used; (3) was not adequately contained,
9 packaged, and labeled; and (4) did not conform to the promises or affirmations of fact made on the
10 container or label.

11 71. The above-described defects in the Subject Vehicle caused it to fail to possess the most basic
12 degree of fitness for ordinary use.

13 72. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Subject Vehicle
14 and is entitled under the California Lemon Law to rescind the Sale Contract ("contract") and to restitution
15 of all money paid towards the contract. This complaint also, again, hereby rejects and revokes acceptance
16 of the Subject Vehicle.

17 73. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and
18 continues to suffer various damages.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**

21 *(Against All Defendants)*

22 74. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
23 Plaintiff's Complaint for Damages.

24 75. Plaintiff has standing to bring this claim because he has lost money or property as a result of
25 the alleged misconduct.

26 76. A plaintiff has standing when he/she (1) loses or is deprived of money or property sufficient
27 to qualify as injury in fact, i.e., economic injury, and (2) the economic injury was the result of, i.e., caused
28 by, the unfair business practice of false advertising that is the gravamen of the claim. *Kwikset Corp. v.*

1 *Superior Court*, 52 Cal.4th 310, 322 (2011.)

2 77. Economic injury from unfair competition exists if a plaintiff (1) surrenders in a transaction
3 more, or acquires in a transaction less, than he or she otherwise would have; (2) has a present or future
4 property interest diminished; (3) is deprived of money or property to which he, she or it has a cognizable
5 claim; or (4) is required to enter into a transaction, costing money or property, that would otherwise have
6 been unnecessary. *Id.* at 323.

7 78. California Business & Professions Code § 17200, *et seq.* prohibits any unlawful, unfair, or
8 fraudulent business act or practice. It also prohibits unfair, deceptive, untrue, or misleading advertising.

9 79. The unlawful prong “borrows violations of other laws and treats them as independently
10 actionable.” *See Daugherty v. Am. Honda Motor Co., Inc.*, 144 Cal.App.4th 824, 837, 51 Cal.Rptr.3d 118
11 (2006). Manufacturer has engaged in unlawful business acts and practices by: (1) selling defective
12 vehicles to the public while misrepresenting their condition; and (2) concealing and failing to disclose a
13 known defect. These acts and practices were intended to and did violate several laws, including, but not
14 limited to, Cal. Civ. Code § 1709, *et seq.* and the California Lemon Law.

- 15 • Cal. Civ. Code § 1709 states that “one who willfully deceives another with intent to induce
16 him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.”
17 Here, Manufacturer violated § 1709 in that Manufacturer intentionally misrepresented the
18 safety and reliability of the Subject Vehicle to induce Plaintiff’s purchase of the Subject
19 Vehicle.

20 80. The unfair prong requires alleging a practice that “offends an established public policy or is
21 immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Bardin v. Daimler*
22 *Chrysler Corp.*, 136 Cal.App.4th 1255, 1263, 1266, 39 Cal.Rptr.3d 634 (2006). Manufacturer engaged
23 in unfair business acts or practices in that the justification for selling and leasing vehicles based on the
24 misrepresentations and omissions of material fact delineated above is outweighed by the gravity of the
25 resulting harm, particularly considering the available alternatives, and offends public policy, is immoral,
26 unscrupulous, unethical, and offensive, or causes substantial injury to consumers.

- 27 • A business act is unfair if (1) the consumer injury is substantial, (2) the injury is not
28 outweighed by any countervailing benefits to consumers or competition, and (3) the injury

could not reasonably have been avoided by consumers themselves.

- Here, Plaintiff's injury is substantial since Plaintiff would not have otherwise acquired the Subject Vehicle had he known the Subject Vehicle was not safe, not reliable, and not fit for its intended purpose. Plaintiff has further been damaged in that he has paid out of pocket expenses to repair, tow, and otherwise store the Subject Vehicle as well as paid money towards a rental vehicle while the Subject Vehicle was nonoperational.
- Plaintiff's injury is not outweighed by any countervailing benefits to consumers or competition. There were reasonably available alternatives to further Manufacturer's legitimate business interests, other than the conduct described herein.
- Plaintiff specifically inquired about the Subject Vehicle's condition and whether it was free from defects. Manufacturer knowingly and/or recklessly lied to Plaintiff to induce the purchase of the Subject Vehicle. Plaintiff's injury, therefore, could not reasonably have been avoided by Plaintiff.

81. The **fraudulent** prong "requires a showing [that] members of the public are likely to be deceived." *Wang v. Massey Chevrolet*, 97 Cal.App.4th 856, 871, 118 Cal.Rptr.2d 770 (2002). Manufacturer engaged in fraudulent business acts or practices in that the representations and omissions of material fact described above have a tendency and likelihood to deceive purchasers and/or lessees of these vehicles, and the general public.

- An advertisement or promotional practice is likely to deceive if it includes assertions that are (1) untrue, or (2) "'true [, but] are either actually misleading or which [have] the capacity, likelihood or tendency to deceive or confuse the public.' [Citation]." (*Kasky v. Nike, Inc.* 27 Cal.4th 939, 951 (2002); *Leoni v. State Bar* 39 Cal.3d 609, 626 (1985).)
- Here, Manufacturer's practice of misrepresenting the safety and reliability of their vehicles is likely to deceive members of the public because the statements are untrue. It is inconceivable to think that consumers will be able to see through Manufacturer's misrepresentations and know that Manufacturer's vehicles are neither safe, nor reliable, nor fit for their intended purpose.

82. The business scheme employed by Manufacturer is unlawful, unfair, and fraudulent because

1 Manufacturer is purposely concealing information about the aforementioned defects so that consumers,
2 like Plaintiff, will purchase and/or lease a vehicle that is neither functionable, reliable, safe, nor fit for its
3 ordinary purpose.

4 83. Manufacturer deceived Plaintiff by failing to disclose the aforementioned defects and
5 inducing the purchase of the Subject Vehicle.

6 84. Manufacturer has every intention of deceiving and injuring consumers. If they did not, then
7 Manufacturer would not be so immoral, unethical, oppressive, unscrupulous, and deceptive when it
8 comes to the defective Subject Vehicle.

9 85. The business scheme deployed by Manufacturer to deceive Plaintiff into acquiring the Subject
10 Vehicle with the aforementioned defects is unlawful, unfair, and fraudulent.

11 86. Plaintiff surrendered more in the transaction because he acquired a vehicle that was defective.
12 Had Plaintiff been aware of the aforementioned defects, he would not have acquired the Subject Vehicle
13 in the first place and/or at least paid less for the Subject Vehicle. As such, Plaintiff has established a loss
14 or deprivation of money or property sufficient to qualify as injury in fact. *Kwikset Corp.*, 52 Cal.4th 310,
15 323.

16 87. Manufacturer commits these acts with the conscious and reckless disregard to the truth or
17 falsity of such misrepresentations and promises and wrongful acts in violation of Cal. Bus. & Prof. Code
18 § 17200, *et seq.*

19 88. The acts of Manufacturer as herein described present a continuing threat to members of the
20 general public in that Manufacturer continues to engage in these deceptive practices and will not cease
21 doing so unless and until an injunction is issued by this Court.

22 89. If Manufacturer is allowed to continue to engage in these deceptive practices other consumers
23 will also purchase and/or lease defective vehicles putting themselves and others on the road in extreme
24 danger.

25 90. As a direct result of the aforementioned acts, Manufacturer unlawfully, unfairly, and unjustly
26 collected and continue to hold revenues and profits derived directly or indirectly from Plaintiff, who has
27 been victimized by the practices challenged herein. Manufacturer failed to disgorge and/or waive any of
28 these revenues that do not properly belong to it.

93. Specifically, damages include the full purchase price of the Subject Vehicle, the depreciation in value of the Subject Vehicle, and any and all incidental and consequential damages as a result of the purchase, which would not have taken place but for the fraudulent misrepresentations, including the money spent for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on rental vehicles. Alternatively, Plaintiff suffered damages in the amount of the difference between the Subject Vehicle and a similar vehicle that was in excellent mechanical condition and did not suffer from any defects, as represented to Plaintiff, plus tax and licensing fees.

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17500, ET SEQ.

94. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of Plaintiff's Complaint for Damages.

96. Cal. Bus. & Prof. Code § 17500, *et seq.* prohibits unfair, deceptive, untrue, or misleading communications and statements, including, but not limited to, false statements as to the nature of services to be provided.

98. Manufacturer deceived Plaintiff by designing, manufacturing, producing, distributing, leasing the Subject Vehicle with the aforementioned defects.

99. Manufacturer intentionally made the previously alleged misrepresentations and promises,

1 devised, and executed a scheme to defraud Plaintiff, and did so resulting in a damage to Plaintiff with the
2 conscious and reckless disregard to the truth or falsity of such misrepresentations and promises and
3 wrongful acts.

4 100. In acting so, Manufacturer committed acts of untrue and misleading advertising as defined in
5 Cal. Bus. & Prof. Code § 17500, by advertising their services contrary to their true nature.

6 101. Manufacturer knew, or should have known, that the Subject Vehicle was defective and
7 therefore was not functionable, reliable, safe, or even fit for its ordinary purpose.

8 102. Plaintiff did in fact rely on Manufacturer's deceptive, untrue, and misleading communications
9 and statements and suffered damages as a direct result. As such, Plaintiff has established a loss or
10 deprivation of money or property sufficient to qualify as injury in fact. *Kwikset*, 52 Cal.4th 310, 323.

11 103. Plaintiff's reliance on the representations was justified and reasonable because Manufacturer
12 is an expert in the industry. There was no reason for Plaintiff to know that the Subject Vehicle was
13 defective and therefore was not functionable, reliable, safe, or even fit for its ordinary purpose.

14 104. Manufacturer's unfair, deceptive, untrue, and misleading communications and advertising
15 described above present a continuing threat to members of the general public in that Manufacturer will
16 continue to engage in these practices with respect to the general public and will not cease doing so unless
17 and until an injunction is issued by this Court.

18 105. If Manufacturer is allowed to continue to engage in these deceptive practices more consumers
19 will purchase and/or lease defective vehicles putting more and more people in extreme danger.

20 106. As a direct result of the aforementioned acts, Manufacturer has received, and continue to
21 unjustly hold, collect, or accept revenues derived directly or indirectly from Plaintiff, through untrue and
22 misleading representations and advertising.

23 107. In accordance with the provisions of Cal. Bus. & Prof. Code §§ 17500 and 17535, Plaintiff is
24 entitled to an order enjoining the acts of untrue and misleading advertising and representations described
25 herein and directing Manufacturer to make full restitution to Plaintiff, who suffered from such acts.

26 108. As a direct and proximate result of the acts and omissions of Manufacturer, Plaintiff has
27 suffered damages for which relief is sought herein.

28 109. Specifically, damages include the full purchase price of the Subject Vehicle, the depreciation

1 in value of the Subject Vehicle, and any and all incidental and consequential damages as a result of the
2 purchase, which would not have taken place but for the fraudulent misrepresentations both prior to and
3 at the time of the purchase, including the money spent for the Subject Vehicle's repairs, storage, and/or
4 towing, as well as the money spent on rental vehicles. Alternatively, Plaintiff suffered damages in the
5 amount of the difference between the Subject Vehicle and a similar vehicle that was in excellent
6 mechanical condition and did not suffer from any defects, as represented to Plaintiff, plus tax and
7 licensing fees.

8 **SEVENTH CAUSE OF ACTION**

9 **STRICT LIABILITY**

10 *(Against All Defendants)*

11 110. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
12 Plaintiff's Complaint for Damages.

13 111. The Subject Vehicle was defective in its design and/or its manufacture.

14 112. Manufacturer is the manufacturer of the Subject Vehicle.

15 113. The defects were the cause of Plaintiff's injury.

16 114. Plaintiff's injury resulted from his reasonably foreseeable use of the Subject Vehicle.

17 115. As a direct and proximate result of the acts and omissions of Manufacturer, Plaintiff has
18 suffered damages for which relief is sought herein.

19 116. Specifically, damages include the full purchase price of the Subject Vehicle, the depreciation
20 in value of the Subject Vehicle, and any and all incidental and consequential damages as a result of the
21 purchase, which would not have taken place but for the fraudulent misrepresentations, including the
22 money spent for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on
23 rental vehicles. Alternatively, Plaintiff suffered damages in the amount of the difference between the
24 Subject Vehicle and a similar vehicle that was in excellent mechanical condition and did not suffer from
25 any defects, as represented to Plaintiff, plus tax and licensing fees.

26 **PRAYER FOR RELIEF**

27 Wherefore, Plaintiff prays for judgment as follows:

- 28
- For recovery of the greater of actual damages according to proof, if adequate, as

appropriate;

- For recovery of all incidental damages, as appropriate;
- For recovery of all consequential damages, as appropriate;
- For restitution, as appropriate;
- For injunctive relief, as appropriate;
- For recovery of interest at the legal rate, as appropriate;
- For recovery for all reasonable attorneys' fees and the aggregate amount of costs reasonably incurred pursuant to California's Private Attorney General Statute, Cal. Civ. Proc. Code § 1021.5, as appropriate; or
- Recovery for all reasonable attorneys' fees and the aggregate amount of costs reasonably incurred pursuant to Cal. Civ. Code § 1794;
- For refund of all monies paid for the Subject Vehicle including all collateral charges and incidental damages pursuant to Cal. Civ. Code § 1793.2(d);
- A civil penalty not to exceed two times the amount of actual damages pursuant to Cal. Civ. Code § 1794(c);
- For refund of all monies paid for the Subject Vehicle pursuant to 15 U.S.C. § 2304(a)(4);
- For refund of all incidental and consequential damages incurred pursuant to 15 U.S.C. § 2304(a)(3);
- For recovery for all reasonable attorneys' fees and the aggregate amount of costs reasonably incurred pursuant to 15 U.S.C. § 2310(d)(2); and
- For recovery of One Hundred Fifty-Six Thousand Three Hundred Ninety Dollars and Eighty-Three Cents (\$156,390.83) in damages.

PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER

DATED: 05/08/2024

THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204

By /s/ Hovanes Margarian
Hovanes Margarian
Attorney for Plaintiff
SANA SARKIS VORPERIAN

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EXHIBIT A

VAHE H VORPERIAN

INVOICE

Invoice #: 414887



Tag #: 3586

Land Rover Encino

18800 Ventura Blvd., Encino, CA 91436 818-890-8870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9343 BROOKE WICKER BAR #ARD213703

EPA #CAD 981674872

SERVICE ADVISOR, 3345 BRADLEY WALKER, BAR #A0213793										EPA #GAD 98164812									
COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT							
		20		LAND ROVER RANGE ROV		SALYB2EXOLA266429				19794		19804							
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE		R.O. OPENED		READY	
01JAN20 D						18:00 21AUG21						CASH		24AUG21		07:44 10AUG21		12:30 24AUG21	

OPTIONS: DLR:080104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

A CUSTOMER STATES ENGINE FAN IS RUNNING VERY LOUDLY EVEN AFTER CAR SHUTS OFF AFTER DRIVING. STATES VEHICLE GIVES HIM ALERT ABOUT RADIATOR LEVELS. PLEASE CHECK AND ADVISE.

CAUSE: LOW COOLANT LEVEL

261020 ELBOW - COOLANT OUTLET - CYLINDER HEAD - RENEW

9625 WR

1 LR122821 TUBE - WATER OUT

261007 COOLING SYSTEM - PRESSURE TEST

9625 WR

020202 DRIVE IN-DRIVE OUT

9625 WR

FC: DW

PART#: LR122821

COUNT: 1

CLAIM TYPE: 11

AUTH CODE:

VW*MG3

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
19794 coolant elbow outlet had leak fluid during cooling pressure test found elbow coolant outlet pipe leak coolant customer advise customer authorize repair renew coolant elbow outlet pipe re test now ok.

B Customer Requests a Multi-Point Inspection be Performed at This Time

MULTI-A Customer Requests a Multi-Point

Inspection be Performed at This Time

9625CRMPI

GBATT BATTERY TESTS GOOD AT THIS TIME - NO

ATTENTION NEEDED AT THIS TIME

9625CRMPI

GTIRE TIRES-GREEN PLEASE SEE YOUR SERVICE ADVISOR

ON YOUR NEXT VISIT

9625CRMPI

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				ADDITIONAL WORK NOTICED AND ORAL APPROVAL OF AN AGENT IN THE ORIGINAL ESTIMATE PRICE.		TERMS: CASH OR VISA / MASECARD DISCOVER		LABOR AMOUNT		TOTALS					
REVISED ESTIMATE A	ADD. COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.		PARTS AMOUNT							
REASON									GAS, OIL, LUBE							
REASON									SUBLET AMOUNT							
REASON									MISC. CHARGES							
REVISED ESTIMATE B	ADD. COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY			TOTAL CHARGES							
REASON									LESS INSURANCE							
SERVICE INSTALLED PARTS							DATE INSTALLED		MO		DAY		YEAR		ACCURSED MILEAGE	
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DEL. CONT. UNDER FEDERAL LAW. NO CHARGE TO OWNER. IF THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRS OR RPL. ACC. UNDER THIS CLAIM, HAS BEEN CONNECTED IN ANY WAY WITH ANY INCIDENT, NEGLIGENCE OR MISFEASANCE, THE CLAIMANT AGREES TO WAIVE ALL RIGHTS TO RECOVER FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE NO DEALER FOR INSPECTION BY THE INSURANCE COMPANY.																
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)																
CUSTOMER SIGNATURE																

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Customer Copy

Notice to Consumer: Please read important information on back.

Page 1 of 3

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VAHE H VORPERIAN

INVOICE

Invoice #: 414887



Tag #: 3586

Land Rover Encino

18900 Ventura Blvd., Encino, CA 91436 818-890-8870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9343 BROOKE WICKER BAR #ARD213703

EPA # CAD 981674872

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT								
		20	LAND ROVER RANGE ROV		SALYB2EX0LA266429				19794		19804								
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE		R.O. OPENED		READY	
01JAN20 D						18:00 21AUG21						CASH		24AUG21		07:44 10AUG21		12:30 24AUG21	
OPTIONS: DLR:000104 ENG:2.0 Liter																			

OPTIONS: DLR:000104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

GBK BRAKES-GREEN PLEASE SEE YOUR SERVICE ADVISOR ON YOUR NEXT VISIT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C** RECALL N451 - COOLANT PUMP OPERATION
CAUSE: PERFORM CAMP

851803 POWERTRAIN CONTROL MODULE (PCM) - UPDATE

ECU

9625 WR

FC: 82 PART#: COUNT:

CLAIM TYPE: 14

AUTH CODE:

N451A*

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
19794 camp N451 Completed power train control module software as per camp N451

D** DURING REPAIRS TECH FOUND ENGINE MOUNT LEAKING NOTIFY CUSTOMER AND CUSTOMER REQUESTS ENGINE MOUNT REPLACEMENT AS PER TECHNICIAN RECOMMENDATION

CAUSE: LEFT MTR MNT IS LEAKING

124511 MOUNTING - LH - RENEW

9625 WR

1 LR117099 BRACKET - ENGINE

1 LR133928 HOSE - VACUUM

020210 WORKSHOP CONTROLLER AUTHORIZED ROAD TEST

0.20 HOURS

9625 WR

FC: AR

PART#: LR094228

COUNT: 0

CLAIM TYPE: 11

AUTH CODE:

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		I ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TERMS: CASH OR VISA - MASTERCARD DISCOVER		LABOR AMOUNT			
REVISED ESTIMATE	A	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY			PARTS AMOUNT		
REASON								GAS, OIL, LUBE			
REVISED ESTIMATE	B	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY			SUBLET AMOUNT		
REASON								MISC. CHARGES			
SERVICE INSTALLED PARTS		DATE INSTALLED	MO.	DAY	YEAR	ACCUMULATED MILEAGE		TOTAL CHARGES			
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES OR ITEMS NOT REPAIRED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MULTIJURISDICTIONAL DEALER.											
(SIGNED)		DEALER, GENERAL MANAGER OR AUTHORIZED PERSON				(DATE)		SALES TAX			
CUSTOMER SIGNATURE											
Notice to Consumer: Please read important information on back.											

NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

*HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.

DESCRIPTION

TOTALS

PLEASE PAY THIS AMOUNT

Customer Copy

VAHE H VORPERIAN

INVOICE

Invoice #: 414887



Tag #: 3586

Land Rover Encino

15500 Ventura Blvd., Encino, CA 91436 818-860-8870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9343 BROOKE WICKER BAR #ARD213703

EPA # CAD 981674872

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
	20	LAND ROVER RANGE ROV			SALYB2EX0LA266429				19794		19804	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED		READY		
01JAN20 D			18:00 21AUG21			CASH	24AUG21	07:44 10AUG21		12:30 24AUG21		

OPTIONS: DLR:000104 ENG:2.0_Lter

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We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP." These non-OE (AP) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

VW*MQ2
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
 19804 driver side engine mount leak fluid during inspection found
 driver side engine mount leak fluid renew engine mount and per bulletin
 LT801287NAS4 and remove and discard the section of active engine mount
 vacuum hose Install the section of active engine mount vacuum hose, as
 shown in the illustration. road test after replacement

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Customer Copy

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		ACCOMMODATION NOTICE AND CREDIT ADVISORY: IF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE IS REQUIRED, SIGN "X"		TERMS: CASH OR VISA - MASTERCARD DISCOVER		LABOR AMOUNT		0.00	
REVISED ESTIMATE	A	ADOL COST	DATE	TIME	<input type="checkbox"/> IN PERSON <input type="checkbox"/> PHONE	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.	DESCRPTION	PARTS AMOUNT	0.00	
REASON									GAS, OIL, LUBE	0.00	
REASON									SUBLET AMOUNT	0.00	
REASON									MISC. CHARGES	0.00	
REVISED ESTIMATE	B	ADOL COST	DATE	TIME	<input type="checkbox"/> IN PERSON <input type="checkbox"/> PHONE	AUTHORIZED BY	*HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, hoses, batteries, asbestos, gasoline, antifreeze, etc.	TOTALS	TOTAL CHARGES	0.00	
REASON									LESS INSURANCE	0.00	
REASON									SALES TAX	0.00	
REASON									PLEASE PAY THIS AMOUNT	0.00	
SERVICE INSTALLED PARTS		DATE INSTALLED	MO	DAY	YEAR	ACCURSED MILEAGE					
ON REPAIR OF SERVICE: DEALER HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SPECIFIED. SERVICE OF REPAIRS IS THE RESPONSIBILITY OF THE DEALER. THERE IS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIR OR REPLACEMENT IS GUARANTEED IN ANY WAY WITH ANY WARRANTY. NO FUTURE OR FUTURE REPAIRS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR REPAIRS BY THE REPAIRMANSHIP OF DEALER.											
SIGNED		DEALER GENERAL MANAGER OR AUTHORIZED PERSON				DATE					
CUSTOMER SIGNATURE											

Notice to Consumer: Please read Important information on back.

Page 3 of 3

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VAHE H VORPERIAN

INVOICE

Invoice #: 422258



Tag #: Y5604

Land Rover Encino

18800 Ventura Blvd., Encino, CA 91436 818-980-8970

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9153 JACK ELLIOTT

BAR # ARD213703

EPA # CAD 981674872

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
	20	LAND ROVER VELAR			SALYB2EX0LA266429			28894	28894
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 25MAY22			CASH	10JUN22	10:28 25MAY22	13:14 10JUN22

OPTIONS: DLR:000104 ENG:2.0_Liter

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A DRIVER'S SEAT MAKES NOISE WHEN YOU ADJUST THE SEAT CHECK AND ADVISE CAUSE:

BY001 Miscellaneous Body - Repair
9625 IREPS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C)
28894 operated driver seat to verify concern, found mechanical 0.00
system dry apply lube re test now ok.

B Customer states A/C dial is stuck - please check

CAUSE: AC CONTROL

870164 INTERACTIVE CONTROL DISPLAY MODULE (ICDM)

- RENEW

9625 WR

1 LR156770 CONTROL - AUDIO/

020202 DRIVE IN-DRIVE OUT

9625 WR

020204 FRED SUBMISSION - PARTICIPATING DEALERS

ONLY

9625 WR

858812 INTERACTIVE CONTROL DISPLAY MODULE (ICDM)

- UPDATE ECU

9625 WR

FC: DJ

PART#: LR156770

COUNT: 1

CLAIM TYPE: 11

AUTH CODE:

VW*CF1

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

28894 integrity of both screen failure verify customer concern, concern confirmed right side button hard to move and inspect screen have micro cracking, no outside influence found need open fred authorization to replace, renew lower lower screen as per case #1256221 and programmed

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Customer Copy

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				ACKNOWLEDGE NOTICE AND DISAPPROVAL OF AN INCREASE IN THE CUSTOMER'S ESTIMATED PRICE. SIGN X		TERMS: CASH OR VISA - MASERCARD DISCOVER	LABOR AMOUNT	
REVISED ESTIMATE A	ADD COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. *HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.	PARTS AMOUNT	
REASON								GAS, OIL, LUBE	
REVISED ESTIMATE B	ADD COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY		SUBLET AMOUNT	
REASON								MISC. CHARGES	
SERVICE INSTALLED PARTS		DATE INSTALLED	MO	DAY	YEAR	ACCUMULATED MILEAGE		TOTAL CHARGES	
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE INDICATED. SIGNATURE OF SERVICE ADVISOR: _____ DATE: _____								LESS INSURANCE	
THIS VEHICLE OR EQUIPMENT, IF ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM, IS AVAILABLE FOR 10 YEAR FROM THE DATE OF PAYMENT MODIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.								SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)								PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE									

Notice to Consumer: Please read important information on back.

VAHE H VORPERIAN

INVOICE

Invoice #: 422258



Tag #: Y5604

Land Rover Encino

18800 Ventura Blvd., Encino, CA 91436 818-990-9870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9153 JACK ELLIOTT

BAR # ARD213703

EPA # CAD 881674872

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
	20	LAND ROVER VELAR			SALYB2EX0LA266429			28894	28894
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 25MAY22			CASH	10JUN22	10:28 25MAY22	13:14 10JUN22
OPTIONS: DLR:000104 ENG:2.0_Liter									

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

C Customer states climate control fan is always on - please check CAUSE:

BE001 Miscellaneous Body Electrical - Repair

9625 CR 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
28894 corrupted software verify customer concern, concern confirmed fan on check climate control module for software found software required, performed climate control software updated re test now ok

D Customer States entertainment system shuts off/goes black while driving - needs to shut off vehicle then turn on again to fix it - please check

CAUSE: UPPER SCREEN FREEZES

870163 INTERACTIVE DISPLAY MODULE 'A' (IDMA) - RENEW - VEHICLES WITH INCONTROL TOUCH PRO

9625 WR (N/C)

1 LR156769 CONTROL - AUDIO/ 858722 INTERACTIVE DISPLAY MODULE A (IDMA) - UPDATE ECU

9625 WR (N/C)

020204 FRED SUBMISSION - PARTICIPATING DEALERS ONLY

9625 WR (N/C)

FC: DJ

PART#: LR156769

COUNT: 1

CLAIM TYPE: 11

AUTH CODE:

VW*JV1

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
28894 integrity at upper screen failure performed system diagnosis to verify concern, concern confirmed, upper screen flickering and crack around open case #1256320 screen approved renew upper screen and

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Customer Copy

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				I ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THE ORIGINAL ESTIMATE AND THE REPAIR ORDER.		TERMS: CASH OR VISA - MASCARD DISCOVER		LABOR AMOUNT		TOTALS
REVISED ESTIMATE	A	ADDITIONAL COST	DATE	TIME	IN PERSON	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.		PARTS AMOUNT		
REASON					IN PERSON	AUTHORIZED BY			GAS, OIL, LUBE		
REASON					IN PERSON	AUTHORIZED BY			SUBLET AMOUNT		
REASON					IN PERSON	AUTHORIZED BY			MISC. CHARGES		
SERVICE INSTALLED PARTS	DATE INSTALLED	MD	DAY	YEAR	ACCUMULATED MILEAGE		*HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.		TOTAL CHARGES		TOTALS
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED HEREON ARE SUBJECT TO CHANGE TO REFLECT CHANGES IN THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIR OR REPLACEMENT UNDER THIS CLAIM HAS BEEN COMPLETED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR SERVICE WORKS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.							SALES TAX		LESS INSURANCE		
SIGNED: DEALER GENERAL MANAGER OR AUTHORIZED PERSON DATE:							PLEASE PAY THIS AMOUNT				

Notice to Consumer: Please read important information on back.

Page 2 of 4

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VAHE H VORPERIAN

INVOICE

Invoice #: 422258



Tag #: Y5604

Land Rover Encino

18800 Ventura Blvd., Encino, CA 91438 818-980-8870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9153 JACK ELLIOTT

BAR # ARD213703

EPA # CAD 981674872

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
	20	LAND ROVER VELAR			SALYB2FX0LA266429			28894	28894
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PC NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 25MAY22			CASH	10JUN22	10:28 25MAY22	13:14 10JUN22

OPTIONS: DLR:000104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

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program as per case #1256320

 E Customer States emergency key in fob is not working in door
 CSIN Customer States emergency key in fob is not working in door
 9625IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: (N/C) 0.00
 28894 N.F.F operated emergency blade key to verify customer concern unable to duplicate concern blade key open driver door correctly

 F Customer requests loaner car
 CSIC Customer requests loaner car
 9625IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: (N/C) 0.00

 G Customer req options for extended contract purchase
 CSEW Customer req options for extended contract purchase
 9625IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: (N/C) 0.00

 H Customer requested to have Multi Point Inspection performed this visit
 MULTI-A Customer requested to have Multi Point Inspection performed this visit
 9625IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: (N/C) 0.00
 28894 Inspection Completed front and rear pads at 8mm, tread front and rear at 8mm, pressure 37psi rear 45psi and top up fluids.

 -|2871
 8183225296

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Customer Copy

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		ACKNOWLEDGES NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. SIGN X		TERMS: CASH OR VISA / MASCARD DISCOVER		LABOR AMOUNT		TOTALS
REVISED ESTIMATE A	ADDITIONAL COST	DATE	TIME	<input type="checkbox"/> IN PERSON	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.		PARTS AMOUNT		
REASON						*HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.		GAS, OIL, LUBE		
REVISED ESTIMATE B	ADDITIONAL COST	DATE	TIME	<input type="checkbox"/> IN PERSON	AUTHORIZED BY			SUBLET AMOUNT		
REASON								MISC. CHARGES		
SERVICE INSTALLED PARTS								TOTAL CHARGES		
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND CORRECT. IF NOT, I WILL BE RESPONSIBLE FOR THE COST OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, REGARDLESS OF THE CAUSE, AND IS AVAILABLE FOR 10 YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY REPRESENTATIVE OF DEALER.								LESS INSURANCE		
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON						DATE		SALES TAX		TOTALS
CUSTOMER SIGNATURE								PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back.

VAHE H VORPERIAN

INVOICE

Invoice #: 422258



Tag #: Y5604

Land Rover Encino

15300 Ventura Blvd., Encino, CA 91435 818-880-8870

Home:

Bus:

Customer #: 7262712

Cell:

Email:

Service Advisor: 9153 JACK ELLIOTT

BAR # ARD213703

EPA # CAD 981674872

Color		Year		Make/Model		VIN		License		Mileage In		Mileage Out							
		20		LAND ROVER VELAR		SALYB2EX0LA266429				28894		28894							
Del Date		Prod. Date		Warr. Exp.		Promised		Po No.		Rate		Payment		Inv. Date		R.O. Opened		Ready	
01JAN20 D						19:00 25MAY22						CASH		10JUN22		10:28 25MAY22		13:14 10JUN22	
Options: DLR:000104 ENG:2.0 Liter																			

OPTIONS: DLR:000104 ENG:2.0_Liter

EST: 0.00 25MAY22 10:28 SA: 9153
 !!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!

* Contact Method *

We are a proud retailer of
Original Equipment (OE) parts,
sourced from the vehicle
manufacturer and backed by
its limited warranty.

We also offer high quality
non-OE parts that are suitable
for your vehicle and fit all
budgets and needs. If you
have chosen a non-OE part, it
will be identified on your
invoice as "AP*." These
non-OE (AP*) parts are not
sourced from the vehicle's
manufacturer or covered by its
warranty. Non-OE parts come
with a limited warranty backed
by AutoNation and/or the parts
manufacturer.

Dealer is not authorized to perform recall
repairs for non-Dealer brand vehicles and
Dealer's Vehicles Safety and Condition
Inspection and/or service does not include a
review of possible pending recalls or service
campaigns issued by manufacturers of other
makes and models.

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER				ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
REVISED ESTIMATE	A	ADCL COST	DATE	TIME	IN PERSON <input type="checkbox"/> PHONE <input type="checkbox"/>	AUTHORIZED BY
REASON						
REVISED ESTIMATE	B	ADCL COST	DATE	TIME	IN PERSON <input type="checkbox"/> PHONE <input type="checkbox"/>	AUTHORIZED BY
REASON						
SERVICE INSTALLED PARTS	DATE INSTALLED	MS	DAY	YEAR	ACCUMULATED MILEAGE	
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CONSUMER. NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIR OR REPLACEMENT UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.						
SIGNED			DEALER, GENERAL MANAGER OR AUTHORIZED SERVICE		(DATE)	
CUSTOMER SIGNATURE						

DESCRIPTION	TERMS: CASH OR VISA - MASECARD DISCOVER	LABOR AMOUNT	0.00
	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.	PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
	HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.	SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00		

Customer Copy

Notice to Consumer: Please read important information on back.

Page 4 of 4

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SANA H VORPERIAN

ACCOUNTING

Invoice #: 425734

Tag #: 4265

Jaguar Land Rover Woodland Hills

22006 West Erwin Street
Woodland Hills, CA 91367
Phone: (818) 990-9870
Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9084 ROBERT SORIANO BAR # ARD213703

EPA # CAD 981674872

Cell:

Service Advisor: 9084 ROBERT SORIANO

BAR # ARD213703

EPA # CAD 981674872

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN		MILEAGE OUT	
	20	LAND ROVER VELAR		SALYB2EX0LA266429			33006		33006	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY	
01JAN20 D			19:00 10OCT22			CASH	18OCT22	09:46 10OCT22	11:50 18OCT22	
OPTIONS: DLR:000164 ENG:2.0 Liter										

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

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PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 AM TO 5:30 PM
SATURDAY
8:00 AM TO 2:00 PM
Accounting Copy

A C/S COOLANT LEVEL KEEPS GOING LOW AND REQUIRES CONSTANT TOP OFF.
BURNING SMELL AND SMOKE SEEN COMING FROM UNDER HOOD AREA. CHECK AND ADVISE

CAUSE: F

263152 PIPE / HOSE - COOLANT RETURN - TURBOCHARGER - RENEW	5588 WR 1.06 0.20	660	4142		41.42	41.42	
1 LR092089 CONNECTION - WAT		3547	6902	0	69.02	69.02	
1 LR134606 CONNECTION - WAT		3502	6815	0	68.15	68.15	
1 LRN2279 FLUID - COOLING		1849	3598	0	35.98	35.98	
020202 DRIVE IN-DRIVE OUT	5588 WR 0.00 0.20	660	4142		41.42	41.42	
261007 COOLING SYSTEM - PRESSURE TEST	5588 WR 0.00 0.20	660	4142		41.42	41.42	
263151 PIPE / HOSE - COOLANT FEED - TURBOCHARGER - RENEW	5588 WR 0.00 1.00	3300	20708		207.08	207.08	
		8898	17315	TPARTS			
		5280	33134	TLABOR			
PARTS:	173.15	LABOR:	331.34	OTHER:	0.00	TOTAL LINE A:	504.49

VERSION 1 (EMP# 5588, 15OCT22 09:29): 33006 TURBO TUBES PERFORM WORKSHOP MANUAL CHECK PERFORM COOLANT PRESSURE TEST AND FOUND COOLANT LEAKS COMING FROM TURBO COOLANT CONNECTIONS WATER TUBES. REMOVED COOLANT TUBES AND FOUND DEFECTED SEAL INSTALLED NEW COOLANT TUBES. FILLED WITH NEW COOLANT AND PERFORM COOLANT PRESSURE TEST AGAIN AND COOLANT SYSTEM WAS HOLDING PRESSURE NO MORE LEAKS.

B C/S IPHONE WILL NOT CONNECT TO APPLE CAR PLAY. CHECK AND ADVISE

12 C/S IPHONE WILL NOT CONNECT TO APPLE CAR PLAY.

3588 CR 0.00 0.00 0 0 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

VERSION 1 (EMP# 5588, 15OCT22 09:40): 33006 CAR PLAY PERFORM

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBMITTED TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TERMS: CASH OR VISA - MASCARD DISCOVER		LABOR AMOUNT		DISCRIPTION	TOTALS
REVISED ESTIMATE	A	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY	PARTS AMOUNT			
REASON							GAS, OIL, LUBE			
REASON							SUBLET AMOUNT			
REASON							MISC. CHARGES			
REVISED ESTIMATE	B	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY	TOTAL CHARGES			
REASON							LESS INSURANCE			
REASON							SALES TAX			
SERVICE INSTALLED PARTS: DATE INSTALLED: MC DAY YEAR ACCRUED MILEAGE							HAZARDOUS WASTE DISPOSAL:		PLEASE PAY THIS AMOUNT	
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SPECIFIED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART DESCRIBED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, INSURANCE OR INJURY. REPAIRS SUBJECT TO THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.							As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.			
CUSTOMER SIGNATURE										

Notice to Consumer: Please read important information on back.

Page 1 of 3

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SANA H VORPERIAN

ACCOUNTING

Invoice #: 425734

Tag #: 4265

Jaguar Land Rover Woodland Hills

22006 West Erwin Street
Woodland Hills, CA 91367
Phone: (818) 990-9870
Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9084 ROBERT SORIANO BAR # ARD213703

EPA # CAD 981674872

Cell:

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
	20	LAND ROVER VELAR			SALYB2EX0LA266429			33006	33006
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 10OCT22			CASH	18OCT22	09:46 10OCT22	11:50 18OCT22
OPTIONS: DLR:000104 ENG:2.0 Liter									

OPTIONS: DLR:000104 ENG:2.0_Liter

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PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 AM TO 5:30 PM
SATURDAY
8:00 AM TO 2:00 PM
Accounting Copy

WORKSHOP MANUAL CHECK SCANNED (IMC) HAD NO FAULT CODES AND SOFTWARE IS UP TO DATE. TESTED APPLE CARPLAY AND ANDROID AUTO BOTH ARE WORKING AS DESIGN. JLR RECOMMENDS TO USED OEM USB CABLES.

C Customer requested to have Multi Point Inspection performed this visit

MULTI-A Customer requested to have Multi Point Inspection performed this visit

5588IREPS 0.15 0.00 0 0 0.00 0.00

GBATT BATTERY TESTS GOOD AT THIS TIME - NO ATTENTION NEEDED AT THIS TIME

5588IREPS 0.00 0.00 0 0 0.00 0.00

GTIRE TIRES-GREEN PLEASE SEE YOUR SERVICE ADVISOR ON YOUR NEXT VISIT

5588IREPS 0.00 0.00 0 0 0.00 0.00

GBK BRAKES-GREEN PLEASE SEE YOUR SERVICE ADVISOR ON YOUR NEXT VISIT

5588IREPS 0.00 0.00 0 0 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

VERSION 1 (EMP# 5588, 15OCT22 09:35): 33006 CDK PERFORM MULTI POINT INSPECTION WITH CDK

D SERVICE LOANER - 10/10/22

66LRZ1 SERVICE LOANER - 10/10/22

5588IRERS 0.00 0.00 0 0 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

ESTIMATE: 0.00 10OCT22 09:46 SA: 9084

CONTACT:

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
10-11-22	11:03	11:24	0.35	W	5588	A	
10-15-22	09:23	09:40	0.28	W	5588	A	Y

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TERMS: CASH OR VISA - MASCARD DISCOVER		LABOR AMOUNT		TOTALS
REVISED ESTIMATE	A	ADD. COST	DATE	TIME	IN PERSON	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. *HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.	PARTS AMOUNT		
REASON								GAS, OIL, LUBE		
REVISED ESTIMATE	S	ADD. COST	DATE	TIME	IN PERSON	AUTHORIZED BY		SUBLET AMOUNT		
REASON								MISC. CHARGES		
SERVICE INSTALLED PARTS		DATE INSTALLED	MO.	DAY	YEAR	ADDED MILEAGE		TOTAL CHARGES		
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. VERBOSITY DISCLOSED DURING REPAIRS. I AM CAPABLE TO CORRECT. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. I AGREE TO SUPPORT THIS CLAIM AND AM RESPONSIBLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY NHTSA/STATE/ATV OF JUDGE.		SIGNATURE		DEALER GENERAL MANAGER OR AUTHORIZED PERSON		(DATE)		LESS INSURANCE		
CUSTOMER SIGNATURE								SALES TAX		
								PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back.

Page 2 of 3

Copyright 2014 CDK Global, LLC. LMR SERVICES INVOICE - XSRG - BURDEM - INACIND

SANA H VORPERIAN

ACCOUNTING

Invoice #: **425734**

Tag #: 4265

Jaquar Land Rover Woodland Hills

**22006 West Erwin Street
Woodland Hills, CA 91367
Phone: (818) 990-9870
Fax: (818) 990-1506**

Home:

Bus:

Customer #: 7262712

Service Advisor: 9084 ROBERT SORIANO BAR # ARD213703

EPA # CAD 981674872

Cell:

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
	20	LAND ROVER VELAR			SALYB2EXOLA266429			33006	33006
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 10OCT22			CASH	18OCT22	09:46 10OCT22	11:50 18OCT22
OPTIONS: DLR:000104 ENG:2.0 Liter									

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.*

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 AM TO 5:30 PM
SATURDAY
8:00 AM TO 2:00 PM
Accounting Cop

	09:40	09:40	0.00	W	5588	A			
	09:40	09:49	0.15	W	5588	C			
	09:49	10:15	0.43	W	5588	A	Y		
TRGT/ACCOUNT	SALE	COST	CONTROL	TRGT/ACCOUNT	SALE	COST	CONTROL		
692/1515	33134	5280		692/1482	17315	8898			
692/1500C	0	0		692/1520	0	0			
692/1263	50449	*****		692/1226S	0	*****			
692/1105S	0	*****		692/1108S	0	*****			

COST, SALE, & COMP TOTALS	14178	50449	0
---------------------------	-------	-------	---

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGN <input checked="" type="checkbox"/> X				TERMS: CASH OR VISA - MASCARD DISCOVER				LABOR AMOUNT		0.00
REvised ESTIMATE A	ADJL COST	DATE	TIME	<input type="checkbox"/> IN PERSON AUTHORIZED BY		NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. *HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.						DESCRIPTION	TOTALS	PARTS AMOUNT	0.00
REASON														GAS, OIL, LUBE	0.00
REvised ESTIMATE B	ADJL COST	DATE	TIME	<input type="checkbox"/> IN PERSON AUTHORIZED BY		SUBLET AMOUNT	0.00								
REASON						MISC. CHARGES	0.00								
SERVICE/INSTALLED PARTS DATE INSTALLED MO DAY YEAR ACCURD MILEAGE								TOTAL CHARGES	0.00						
ON RETURNING TO SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE UNLESS OTHERWISE SPECIFIED. (SERVICER'S USE ONLY) NO CHANGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM AND USER (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.								LESS INSURANCE	0.00						
								SALES TAX	0.00						
(SIGNED) _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____								PLEASE PAY THIS AMOUNT	0.00						
CUSTOMER SIGNATURE _____															

Notice to Consumer: Please read important information on back.

Page 3 of 3

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SANA H VORPERIAN

INVOICE

Invoice #: 429723

Tag #: B3951



Jaguar Land Rover Woodland Hills

 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 961674872

COLOR	YEAR	MAKE/MODEL		VIN			LICENSE	MILEAGE IN	MILEAGE OUT
Black	20	LAND ROVER VELAR		SALYB2EX0LA266429			8XIV926	38016	38017
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 22MAR23			CASH	14APR23	09:06 22MAR23	12:38 14APR23
OPTIONS: DLR:000104 ENG:2.0_Liter									

OPTIONS: DLR:000104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 AM TO 5:30 PM
 SATURDAY
 8:00 AM TO 2:00 PM
 Customer Copy

A COOLANT LEVEL LOW CUSTOMER NEEDS TO TOP OFF MAY TIMES
 CAUSE:

264009 AUXILIARY RADIATOR - RENEW

8320 WR

1 LR140294 RADIATOR - AUXIL

1 LR137976 DEFLECTOR - AIR

1 LRN2279 FLUID - COOLING

2 KYP500320 SCREW

990220 AUXILIARY RADIATOR DUCT - SINGLE - RENEW

8320 WR

261007 COOLING SYSTEM - PRESSURE TEST

8320 WR

020202 DRIVE IN-DRIVE OUT

8320 WR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

38016 AUXILIARY RADIATOR LEAKING CONFIRMED PANEL DISPLAYS LOW COOLANT WARNING, RESERVOIR IN FACT LOW, PERFORMED COOLANT SYSTEM PRESSURE TEST AT 15psi FOR 5 MINUTES: 5psi LOSS OF PRESSURE INDICATES LEAK IN SYSTEM AND FOUND COOLANT DRIPPING TO FLOOR AT RIGHT FRONT AREA, REMOVE RIGHT WHEEL AND LINER FOR ACCESS, FOUND AUX RADIATOR LEAKING, PERFORMED BULLETIN JLRTB02027- REPLACE AUXILIARY RADIATOR WITH UPDATED PARTS. UPON REPAIRS RADIATOR SUPPORT RETAINING SCREWS WERE TOO SHORT TO TORQUE AND REPLACED WITH LONGER SCREWS, PERFORMED COOLANT SYSTEM VACUUM FILL DUE TO COOLANT LOSS FROM LEAK, PERFORMED SYSTEM PRESSURE TEST AT 15psi FOR 5 MINUTES: 0 LOSS OF PRESSURE INDICATES LEAK FREE SYSTEM. CUSTOMER CONCERN DID NOT RETURN AT THIS TIME.

B CUSTOMER STATES PILLAR TRIMS A/B/C/D FINISH COMING OFF.

CAUSE:

764339 WINDSHIELD FINISHER - LEFT SIDE - RENEW

8320 WR

1 LR148904 FINISHER - OUTER

1 LR148887 FINISHER - 'B' P

1 LR148893 FINISHER - 'B' P

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		ACKNOWLEDGE WORK AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUSTOMER X		TERMS: CASH OR VISA - MASCARD DISCOVER		LABOR AMOUNT		TOTALS
REVISED ESTIMATE	A	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.	PARTS AMOUNT		
REASON								GAS, OIL, LUBE		
REVISED ESTIMATE	B	ADOL COST	DATE	TIME	IN PERSON	AUTHORIZED BY		SUBLET AMOUNT		
REASON								MISC. CHARGES		
SERVICE INSTALLED PARTS		DATE INSTALLED	NO.	DAY	YEAR	ACQUIRED MILEAGE		TOTAL CHARGES		TOTALS
ON BEHALF OF SERVICE DEPT. I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. IT IS THE POLICY OF THIS DEPARTMENT TO CHARGE NO CHARGE TO OWNERS. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.								LESS INSURANCE		
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON								SALES TAX		
CUSTOMER SIGNATURE								PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back.

Page 1 of 5

Copyright 2019 CDR Global, LLC. UNIFORM SERVICE INVOICE - X3500 - 06/2004 - IMAGISO

SANA H VORPERIAN

INVOICE

Invoice #: 429723

Tag #: B3951



Jaguar Land Rover Woodland Hills

 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 981674872

COLOR		YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
Black		20	LAND ROVER VELAR			SALYB2EX0LA266429		8XIV926	38016	38017
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY	
01JAN20 D			19:00 22MAR23			CASH	14APR23	09:06 22MAR23	12:38 14APR23	
OPTIONS: DLR:000104 ENG:2.0 Liter										

OPTIONS: DLR:000104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

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Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 AM TO 5:30 PM
 SATURDAY
 8:00 AM TO 2:00 PM
 Customer Copy

1 LR092716 FINISHER - 'A' P (N/C)
 1 LR092719 FINISHER - 'A' P (N/C)
 1 LR148914 FINISHER - OUTER (N/C)
 1 LR148906 FINISHER - OUTER (N/C)
 1 LR110617 FINISHER - OUTER (N/C)
 1 LR148911 FINISHER - OUTER (N/C)
 1 LR110618 FINISHER - OUTER (N/C)
 764340 WINDSHIELD FINISHER - RIGHT SIDE - RENEW (N/C)
 8320 WR
 761339 TRIM FINISHER - REAR DOOR PILLAR - RENEW (N/C)
 8320 WR
 764203 FINISHER - DOOR FRAME - EXTERIOR - FRONT - RENEW (N/C)
 8320 WR
 763466 C-PILLAR EXTERIOR DOOR FINISHER - RENEW (N/C)
 8320 WR
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
 38016 LEFT AND RIGHT A/B/C/D PILLAR FINISHER ARE DELAMINATING
 CONFIRMED LEFT AND RIGHT A/B/C/D PILLAR FINISHER ARE DELAMINATING,
 PARTS NOT IN STOCK, SPO. REPLACED LEFT AND RIGHT A/B/C/D PILLAR
 FINISHER

 C CUSTOMER REQUEST ESTIMATE TO REPLACE DAMAGED FRONT UNDER VALANCE & R/F INNER FENDER LINER
 12HOZ CUSTOMER REQUEST ESTIMATE TO REPLACE DAMAGED FRONT UNDER VALANCE & R/F INNER FENDER LINER
 8320 CR
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
 38016 SUBMIT ESTIMATE FOR RIGHT FRONT WHEEL LINER AND HARDWARE

 D CUSTOMER STATES PARKING AID SENSORS INOP
 CAUSE:
 858816 PARKING ASSIST CONTROL MODULE (PAM) -

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		APPROVED UNDER NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.	
REMOVED ESTIMATE A	ADOL COST	DATE	TIME	IN PERSON <input type="checkbox"/> PHONE <input type="checkbox"/>
REASON				
REMOVED ESTIMATE B	ADOL COST	DATE	TIME	IN PERSON <input type="checkbox"/> PHONE <input type="checkbox"/>
REASON				
SERVICE INSTALLED PARTS	DATE INSTALLED	MO.	DAY	YEAR
ACCTUATED MILEAGE				
ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED ON OTHER PAGES ARE CHARGED TO OWNER. THERE IS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR DEFECT. INCLUDING SUBSTITUTION OF PARTS. THIS CLAIM IS VALID FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AS THE SERVICE QUALITY FOR INSPECTION BY REPRESENTATIVES OF DEALER.				
SIGNATURE		DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		
CUSTOMER SIGNATURE				

TERMS: CASH OR VISA - MASCARD DISCOVER	LABOR AMOUNT	
NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. *HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, aerosols, gasoline, antifreeze, etc.	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
	TOTAL CHARGES	
	LESS INSURANCE	
SALES TAX		
PLEASE PAY THIS AMOUNT		

Notice to Consumer: Please read important information on back.

Page 2 of 5

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SANA H VORPERIAN

INVOICE

Invoice #: 429723

Tag #: B3951



Jaguar Land Rover Woodland Hills

 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 981674872

Cell:				Service Advisor: 9237 MARK SHULER				BAR # ARD213703		EPA # CAD 981674872									
COLOR		YEAR		MAKE/MODEL			VIN		LICENSE		MILEAGE IN		MILEAGE OUT						
Black		20		LAND ROVER VELAR			SALYB2EX0LA266429		8X1Y926		38016		38017						
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE		R.O. OPENED		READY	
01JAN20 D						19:00 22MAR23						CASH		14APR23		09:06 22MAR23		12:38 14APR23	

OPTIONS: DLR:000104 ENG:2.0 Litr

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PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 AM TO 5:30 PM
 SATURDAY
 8:00 AM TO 2:00 PM
 Customer Copy

UPDATE ECU
 8320 WR
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: (N/C) 0.00
 38016 PAM SOFTWARE ERROR CONFIRMED PARKING AID SENSORS ARE INOPERATIVE, CONNECT JLR TOPIX CLOUD DIAGNOSTIC TOOL AND READ DTCS: NO RELATED DTCS STORED IN PAM, PERFORMED PAM RESET, RE-CHECK PARKING AID OPERATION: NOW OK AND FUNCTIONING AS DESIGNED. THIS CONFIRMED PAM SOFTWARE ERROR *NOTED FRONT BUMPER HAS SIGNS OF PREVIOUS DAMAGE/REPAIR AND CENTER-LEFT PAM SENSOR IS NOT FITTED FLUSH*

 E CUSTOMER STATES UPPER SCREEN MAKES NOISE WHEN TURNING OFF & RETRACTING INTO DASH
 11 CUSTOMER STATES UPPER SCREEN MAKES NOISE WHEN TURNING OFF & RETRACTING INTO DASH
 8320 CR
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00 0.00
 38016 NO FAULT FOUND CHECK INFOTAINMENT SCREEN OPERATION: OK AND OPERATING AS DESIGNED, COULD NOT VERIFY CUSTOMER CONCERN AT THIS TIME AND NO FAULT FOUND

 F Multi-A Multi Point Inspection to be performed on this visit as a courtesy to the Customer
 MULTI-A Multi-A Multi Point Inspection to be performed on this visit as a courtesy to the Customer
 8320IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: (N/C) 0.00
 38016 PERFORMED MPI. SEE ATTACHED PRINT-OUT AND MEDIA

 G** AUXILIARY RADIATOR - REPLACE. AUXILIARY RADIATOR DAMAGED DUE TO OUTSIDE INFLUENCE/DAMAGE, RECOMMEND REPLACE WITH UPDATED PARTS. CAUSE: AUXILIARY RADIATOR DAMAGED DUE TO OUTSIDE INFLUENCE/DAMAGE, RECOMMEND REPLACE WITH UPDATED PARTS.
 CS35 AUXILIARY RADIATOR - REPLACE

ORIGINAL EST.	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				I ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TERMS: CASH OR VISA • MASCARD DISCOVER		LABOR AMOUNT		TOTALS		
REVISED ESTIMATE A	ADDL COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.		PARTS AMOUNT				
REASON									GAS, OIL, LUBE				
REVISED ESTIMATE B	ADDL COST	DATE	TIME	IN PERSON	PHONE	AUTHORIZED BY	HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.		SUBLET AMOUNT				
REASON									MISC. CHARGES				
SERVICE INSTALLED PARTS		DATE INSTALLED	MO	DAY	YEAR	ACCRUED MILEAGE				TOTAL CHARGES			
ON BEHALF OF SERVICE PROVIDER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE IN ACCORDANCE WITH THE ORIGINAL ESTIMATE AND THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY APPLICABLE MANUFACTURER'S RECALLS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE PROVIDER FOR INSPECTION BY REPRESENTATIVES OF DEALER.													
(SIGNED)		DEALER GENERAL MANAGER OR AUTHORIZED PERSON						(DATE)		LESS INSURANCE			
CUSTOMER SIGNATURE												SALES TAX	
												PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

SANA H VORPERIAN

INVOICE

Invoice #: 429723

Tag #: B3951



Jaguar Land Rover Woodland Hills

 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

Home: Bus: Customer #: 7262712

Cell:

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 981674872

COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
Black		20		LAND ROVER VELAR		SALYB2EX0LA266429		8XIY926		38016		38017	
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT	
01JAN20 D						19:00 22MAR23				CASH		14APR23	
										INV. DATE		R.O. OPENED	
										09:06 22MAR23		12:38 14APR23	
OPTIONS: DLR:000104 ENG:2.0 Liter													

OPTIONS: DLR:000104 ENG:2.0_Liter

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Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 AM TO 5:30 PM
 SATURDAY
 8:00 AM TO 2:00 PM
 Customer Copy

PARTS: 8320IREPS 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: (N/C) 0.00
 38016

 H** EXTERIOR TRIM FINNISHERS - REPLACE. EXTERIOR TRIM FINNISHERS ARE DELAMINATING/FADED
 CAUSE: EXTERIOR TRIM FINNISHERS ARE DELAMINATING/FADED
 BY001 Miscellaneous Body - Repair

PARTS: 8320IREPS 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: (N/C) 0.00
 38016

 ESTIMATE: 0.00 22MAR23 09:06 SA: 9237
 !!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!

*****THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED*****
 ,, DESCRIPTION: BR15 REAR BRAKE PADS - REPLACE. REAR BRAKES WORN TO YELLOW, PADS
 ,, REASON DENIED: NO No reason stated
 ,, PERSON CONTACTED: SANA VORPERIAN
 ,, COMMENTS: None
 ,, RECOMMENDED BY: 9237 SHULER DENIAL ADDED BY: 9237 SHULER
 ,, LINE ASSOCIATED: ESTIMATE: 564.32

,, DESCRIPTION: MA49 4 TIRES - REPLACE. ALL TIRES WORN TO RED AND IS SAFTY CONCE
 ,, REASON DENIED: NO No reason stated
 ,, PERSON CONTACTED: SANA VORPERIAN
 ,, COMMENTS: None
 ,, RECOMMENDED BY: 9237 SHULER DENIAL ADDED BY: 9237 SHULER
 ,, LINE ASSOCIATED: ESTIMATE: 1196.96

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		TERMS: CASH OR VISA - MASERCARD DISCOVER		LABOR AMOUNT		TOTALS
REVISED ESTIMATE	A	ADDITIONAL COST	DATE	TIME	IN PERSON	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.	PARTS AMOUNT		
REASON							HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.	GAS, OIL, LUBE		
REASON								SUBLET AMOUNT		
REASON								MISC. CHARGES		
REASON								TOTAL CHARGES		
SERVICE INSTALLED PARTS		DATE INSTALLED	MO	DAY	YEAR	ACCURED MILEAGE	SALES TAX			
ON BEHALF OF SERVICES DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES OF SUBSIDIARY PERSONS MAY BE CHARGED TO OWNER IF THERE IS NO INDICATION FROM THE ASSURANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INDICATION BY REPRESENTATIVES OF DEALER.		DEALER (GENERAL MANAGER OR AUTHORIZED PERSON)		DATE		PLEASE PAY THIS AMOUNT				

Notice to Consumer: Please read important information on back.

SANA H VORPERIAN

INVOICE

Invoice #: 429723

Tag #: B3951



Jaguar Land Rover Woodland Hills

 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

Home:

Bus:

Customer #: 7262712

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 981674872

Cell: 1

Service Advisor: 9237 MARK SHULER

BAR # ARD213703

EPA # CAD 981674872

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE	MILEAGE IN	MILEAGE OUT
Black	20	LAND ROVER VELAR			SALYB2EX0LA266429		8XIY926	38016	38017
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN20 D			19:00 22MAR23			CASH	14APR23	09:06 22MAR23	12:38 14APR23

OPTIONS: DLR:000104 ENG:2.0 Liter

OPTIONS: DLR:000104 ENG:2.0_Liter

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicles Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 AM TO 5:30 PM
 SATURDAY
 8:00 AM TO 2:00 PM
 Customer Copy

DESCRIPTION: MA79 ALIGNMENT. RECOMEMND AFTER TIRE REPLACMENT TO CORRECT ALIGN
 REASON DENIED: NO No reason stated
 PERSON CONTACTED: SANA VORPERIAN
 COMMENTS: None
 RECOMMENDED BY: 9237 SHULER
 LINE ASSOCIATED: DENIAL ADDED BY: 9237 SHULER
 ESTIMATE: 199.99

DESCRIPTION: MA10 Oil and Filter - Change. NO SERVICE HISTORY ON FILE, OIL LE
 REASON DENIED: NO No reason stated
 PERSON CONTACTED: SANA VORPERIAN
 COMMENTS: None
 RECOMMENDED BY: 9237 SHULER
 LINE ASSOCIATED: DENIAL ADDED BY: 9237 SHULER
 ESTIMATE: 462.34

DESCRIPTION: RIGHT WHEEL ARCH LINER + HARDWARE - REPLACE
 REASON DENIED: NO No reason stated
 PERSON CONTACTED: SANA VORPERIAN
 COMMENTS: None
 RECOMMENDED BY: 9237 SHULER
 LINE ASSOCIATED: DENIAL ADDED BY: 9237 SHULER
 ESTIMATE: 769.40

ORIGINAL EST.		THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.				I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		TERMS: CASH OR VISA - MASCARD DISCOVER		LABOR AMOUNT		0.00
RECEIVED ESTIMATE	A	ADCL COST	DATE	TIME	<input type="checkbox"/> IN PERSON <input type="checkbox"/> PHONE	AUTHORIZED BY	NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.		PARTS AMOUNT		0.00	
REASON									SUBLET AMOUNT		0.00	
RECEIVED ESTIMATE	B	ADCL COST	DATE	TIME	<input type="checkbox"/> IN PERSON <input type="checkbox"/> PHONE	AUTHORIZED BY	*HAZARDOUS WASTE DISPOSAL: As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, batteries, asbestos, gasoline, antifreeze, etc.		MISC. CHARGES		0.00	
REASON									TOTAL CHARGES		0.00	
SERVICE INSTALLED PARTS		DATE INSTALLED	MO	DAY	YEAR	ACCUMULATED MILEAGE	ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES OR CHARGES WILL BE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN MANUFACTURED IN ANY WAY WITH ANY DEFECT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF DEALER.		LESS INSURANCE		0.00	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON		(DATE)		SALES TAX		0.00						
CUSTOMER SIGNATURE								PLEASE PAY THIS AMOUNT		0.00		

Notice to Consumer: Please read important information on back.

SANA H VORPERIAN

INVOICE

Invoice #: 430416

Tag #: B3039


Jaguar Land Rover Woodland Hills
 22006 West Erwin Street
 Woodland Hills, CA 91367
 Phone: (818) 990-9870
 Fax: (818) 990-1506

EPA # CAD 981674872

Cell: 1	Bus:	Customer #: 7262712	Service Advisor: 9237 MARK SHULER	BAR # ARD213703	MILEAGE IN	MILEAGE OUT
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	38396	38450
Black	20	LAND ROVER VELAR	SALYB2EX0LA266429	8XIY926	R.O. OPENED	READY
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	INV. DATE	08:52 18APR23	07:14 23MAY23
01JAN20 D				23MAY23		
OPTIONS: DLR:000104 ENG:2.0 Liter			PG NO.	RATE	PAYMENT	CASH
			19:00 18APR23			

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not covered from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by the manufacturer and/or the parts manufacturer.

8320IREPS
 YBK BRAKES-YELLOW BRAKES CLOSE TO REPLACEMENT
 8320IREPS
 GBATT BATTERY TESTS GOOD AT THIS TIME - NO
 ATTENTION NEEDED AT THIS TIME
 8320IREPS
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:
 38396 PERFORMED MPI. SEE ATTACHED PRINT-OUT AND MEDIA. SET TIRE
 PRESSURES FRONT: 37psi/ REAR: 41psi

 ESTIMATE: 0.00

 18APR23 08:52 SA: 9237

(N/C)

(N/C)

(N/C)
0.00

not authorized to perform recall non-Dealer brand vehicles and vehicles safety and condition. Our service does not include a vehicle pending recalls or service covered by manufacturers of other vehicles and models.

DEPT. HOURS:
 MON THRU FRIDAY
 9 AM TO 5:30 PM
 SATURDAY
 9 AM TO 2:00 PM
 Manager Copy

Notice

 TERMS: CASH OR
 VISA - MASERCARD
 DISCOVER

NOTE: BY LAW, YOU MAY
 CHOOSE ANOTHER FACILITY TO
 PERFORM ANY NEEDED REPAIRS
 OR ADJUSTMENTS WHICH THE
 SMOG CHECK TEST INDICATES
 ARE NECESSARY.

*HAZARDOUS WASTE DISPOSAL:
 As a result of Federal and State
 Mandated Management Regulating,
 a small amount will be charged for
 disposal of hazardous waste
 generated by repair of your vehicle.
 Hazardous waste items are oil, oil
 filter, solvents, tires, batteries,
 asbestos, gasoline, antifreeze, etc.

INVOICE

Bus:		Invoice #: 430416		Jaguar Land Rover Woodland Hills	
Email:		Tag #: B3039		22006 West Erwin Street Woodland Hills, CA 91367 Phone: (818) 990-9870 Fax: (818) 990-1505	
Cell: 1	YEAR	Customer #: 7262712	Service Advisor: 9237 MARK SHULER	BAR # ARD213703	EPA # CAD 961674872
Black	20	MAKE/MC	VIN	LICENSE	MILEAGE IN
DEL DATE	PROD. DATE	LAND ROVER VELAR	SALYB2EXOLA266429	8XIY926	38396
01JAN20	01JAN20	WARR. EXP.	PAYMENT	INV. DATE	38450
OPTIONS: DLR:000104 ENG:2.0 Liter		PROMISED	CASH	23MAY23	08:52 18APR23 07:14 23MAY23
		19:00 18APR23	RATE		

We are a proud retailer of Original Equipment (OE) parts, sourced from the vehicle manufacturer and backed by its limited warranty.

We also offer high quality non-OE parts that are suitable for your vehicle and fit all budgets and needs. If you have chosen a non-OE part, it will be identified on your invoice as "AP*." These non-OE (AP*) parts are not sourced from the vehicle's manufacturer or covered by its warranty. Non-OE parts come with a limited warranty backed by AutoNation and/or the parts manufacturer.

A COOLANT LEAKING - 45
45LRZA COOLANT LEAKING - 45
8320 WR
1 LR139052 COOLER - ENGINE
1 LR176860 CAP - OVERFLOW C
0.00 LABOR: 0.00 TOTAL LINE A:
38450 INTERNAL COOLANT LEAK AT TURBOCHARGER COOLER CHECK PANEL AND
CONFIRMED LOW COOLANT WARNING IS ON AND COOLANT RESERVOIR IS IN FACT
LOW COOLANT WARNING IS ON AND COOLANT RESERVOIR IS IN FACT
FAILED WITH NO VISUAL SYSTEM PRESSURE TEST AT MAX 25psi FOR 15min=
COOLANT LEAKS, WHEN FILLING COOLANT SYSTEM TO MAX FOUND RADIATOR
COOLANT CAP LEAKING, REPLACED CAP, PERFORMED EXTENDED TEST DRIVE AND
SPARK PLUGS PERSISTED, OPEN JLR-TA-3589642, TA ADVISE TO: REMOVE ALL
220psi ALL CYL, PERFORM COMPRESSION TEST - RESULTED IN GOOD COMPRESSION
CYL, PERFORMED COOLANT COMBUSTION GAS TEST - RESULTED LIGHT READINGS OF
HYDROCARBONS IN COOLANT SYSTEM, ADD UV DYE AND PERFORMED EXTENDED TEST
DRIVE, PERFORMED COOLANT SYSTEM PRESSURE TEST AT MAX 25psi FOR 15min=
RESULTED FAILED WITH NO VISUAL OUTSIDE LEAKS, COLLECT ENGINE OIL SAMPLE
- RESULTED IN NO COOLANT IN ENGINE OIL, PER TA - REMOVE RADIATOR FAN
SHROUD ASSY FOR ACCESS, REPLACED TURBOCHARGER AIR COOLER, VACUUM FILL
COOLANT SYSTEM DUE TO LEAKS AND LOSS OF COOLANT FROM REPAIR, PERFORMED
COOLANT SYSTEM PRESSURE TEST AT MAX 25psi FOR 15MIN= PASSED LEAK FREE
SYSTEM, PERFORMED EXTENDED TEST DRIVE AND COOLANT LEVEL STAYED AT SPEC
LEVEL, THIS CONFIRMED INTERNAL COOLANT LEAK AT TURBOCHARGER COOLER.
CUSTOMER CONCERN DID NOT RETURN AT THIS TIME. DRIVE IN/OUT

B Multi-A Multi Point Inspection to be performed on this visit as a courtesy to the Customer
MULTI-A Multi-A Multi Point Inspection to be performed on this visit as a courtesy to the Customer
8320IREPS

RTIRE TIRES-RED TIRES REQUIRE REPLACEMENT

(N/C)
(N/C)
(N/C)
0.00

(N/C)

PARTS DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 AM TO 5:30 PM
SATURDAY
8:00 AM TO 2:00 PM

ORIGINAL EST	THIS FORM IS AN ITEMIZED LIST OF REPAIRS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER				I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE			
REVISOR	A	ADOL	DATE	TIME	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	AUTHORIZED BY	
REASON								
REVISOR	B	ADOL	DATE	TIME	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	AUTHORIZED BY	
REASON								
SERVICE INSTALLED PARTS	DATE INSTALLED	MO	DAY	YEAR	ACCUMULATED MILEAGE			
<small>ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE NOTED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO REDUCTION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN COMMITTED IN ANY WAY WITH ANY ACT OF NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 18 YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVE OF DEALER.</small>								
<small>DEALER GENERAL MANAGER OR AUTHORIZED PERSON DATE</small>								

TERMS: CASH OR VISA - MASERCARD DISCOVER
NOTE: BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.
*HAZARDOUS WASTE DISPOSAL. As a result of Federal and State Mandated Management Regulating, a small amount will be charged for disposal of hazardous waste generated by repair of your vehicle. Hazardous waste items are oil, oil filter, solvents, tires, etc.

LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY	

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EXHIBIT B



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

June 15, 2023

VIA CERTIFIED U.S. MAIL, USPS Tracking #9589 0710 5270 0623 4459 33

Jaguar Land Rover North America, LLC
Customer Assistance Center
100 Jaguar Land Rover Way
Mahwah, NJ 07495

Re: *Vorperian, Sana v. Jaguar Land Rover North America, LLC*
Vehicle: *2020 Land Rover Range Rover*
VIN: *SALYB2EX0LA266429*
Our File No.: *L230606-3233*

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the California Song-Beverly Consumer Warranty Act ("Lemon Law") and the Federal Magnuson-Moss Warranty Act with regard to the above-referenced vehicle. Please direct all future contacts and correspondences to our office as such.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794(d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the subject vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective coolant system – over four (4) failed repair attempts;
2. Defective coolant elbow outlet pipe – over four (4) failed repair attempts;
3. Defective coolant tubes – over four (4) failed repair attempts;
4. Defective auxiliary radiator – over four (4) failed repair attempts;
5. Defective radiator support retaining screws – over four (4) failed repair attempts;
6. Defective coolant reservoir – over four (4) failed repair attempts;



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

7. Defective turbocharger air cooler – over four (4) failed repair attempts;
8. Defective radiator coolant cap – over four (4) failed repair attempts;
9. Defective engine – over one (1) failed repair attempts;
10. Defective engine mount vacuum hose – over one (1) failed repair attempts;
11. Defective driver's seat – over one (1) failed repair attempts;
12. Defective interactive display control module (IDCM) – over two (2) failed repair attempts;
13. Defective lower infotainment screen – over two (2) failed repair attempts;
14. Defective upper infotainment screen – over two (2) failed repair attempts;
15. Defective infotainment system – over two (2) failed repair attempts;
16. Defective parking assist control module (PAM) software – over one (1) failed repair attempts;
17. Defective parking aid sensors – over one (1) failed repair attempts;
18. Defective climate control module software – over one (1) failed repair attempts;
19. Defective left and right A/B/C/D pillars finishers – over one (1) failed repair attempts;
20. Defective powertrain control module (PCM) software – over one (1) failed repair attempts;
21. Any additional complaints made by my client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment in the use, value and safety of the subject vehicle. As you can see in your records, my client has been most accommodating with respect to the constant and continuing problems associated with the subject vehicle. Despite five (5) failed repair visits for the same non-conformities, the subject vehicle remains defective. Moreover, the subject vehicle has been at the dealership undergoing repairs in excess of ninety-six (96) days. As such, the subject vehicle qualifies for a statutory repurchase under the presumption clause of the Song-Beverly Consumer Warranty Act. Therefore, there has been a failure and refusal to conform the subject vehicle to its expressed and implied warranties under the law. Due to these defects and non-conformities, my client has justifiably lost confidence in the vehicle and has limited use of the vehicle. When my client acquired the vehicle, my client did not expect to receive a defective vehicle that would endanger her life.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and any incidental and consequential damages, plus civil penalties. The subject vehicle clearly meets the definition of a "lemon" under the Song-Beverly Consumer Warranty Act. Jaguar Land Rover North America, LLC (JLRNA) is obligated to offer a statutory repurchase/refund. JLRNA's failure to do so constitutes a willful breach of the warranty terms and entitles our client to a recovery of civil penalties twice in the amount of the original contracted sum.



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

Our attorneys' fees are minimal at this stage, and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within thirty (30) days from the date of this letter, a lawsuit will be filed.

Failure to offer a remedy within the herein noted deadline or a unilateral request for or statement of self-granted extension of time for pre-litigation evaluation shall not be acceptable and shall be deemed a refusal to offer a timely remedy under the Song-Beverly Consumer Warranty Act. The only acceptable remedy shall be either an unequivocal offer to provide a statutory refund plus fees or an offer to provide a statutory refund plus fees upon confirmation of the history of listed non-conformities, within the herein stated deadline.

Very truly yours,

/s/ Hovanes Margarian

Hovanes Margarian
Attorney at Law



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

July 25, 2023

VIA CERTIFIED U.S. MAIL

Jaguar Land Rover North America, LLC
Customer Assistance Center
100 Jaguar Land Rover Way
Mahwah, NJ 07495
Tracking No. 9589 0710 5270 0623 4457 11

Re: Vorperian, Sana v. Jaguar Land Rover North America, LLC
Vehicle: 2020 Land Rover Range Rover Velar
VIN: SALYB2EX0LA266429
Our File No.: L230606-3233

FINAL NOTICE OF VIOLATION OF CALIFORNIA LAW, INCLUDING
BUT NOT LIMITED TO THE CALIFORNIA SONG-BEVERLY
CONSUMER WARRANTY ACT ("LEMON LAW") AND THE FEDERAL
MAGNUSON-MOSS WARRANTY ACT

To Whom It May Concern:

Please be advised that we have yet to receive a response about the enclosed notice of violations. The 30-day cure period has now lapsed. If you intend to resolve this matter, please contact us immediately. We are willing to discuss a cash and keep inclusive resolution. If no response is received within 10 days of this correspondence, we will have no choice but to proceed with litigation.

Very truly yours,

/s/ Hovanes Margarian

Hovanes Margarian
Attorney at Law



THE MARGARIAN LAW FIRM

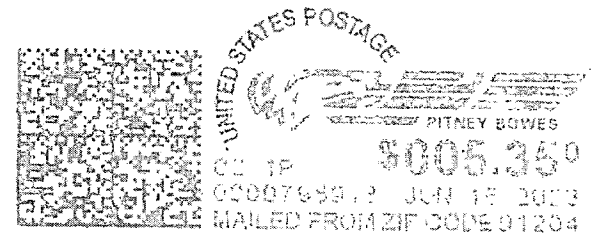
AUTOMOTIVE LITIGATION ATTORNEYS

462 West Colorado Street
Glendale, CA 91204

CERTIFIED MAIL



9589 0710 5270 0623 4459 33



Jaguar Land Rover North America, LLC
Customer Assistance Center
100 Jaguar Land Rover Way
Mahwah, NJ 07495

1-866-97-LEMON (1-866-975-3666)
www.MargarianLaw.com
Consumer Class Action – Lemon Law – Auto Dealer Fraud

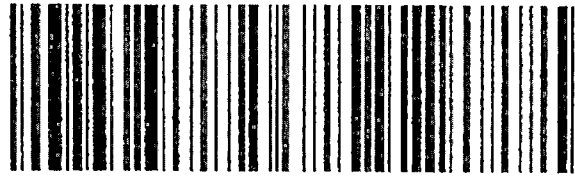


THE MARGARIAN LAW FIRM

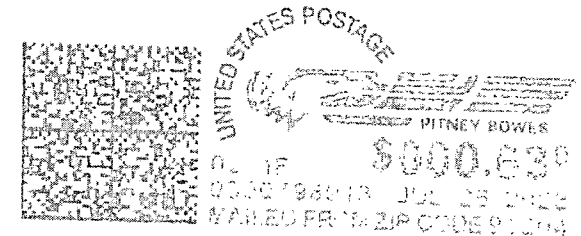
AUTOMOTIVE LITIGATION ATTORNEYS

462 West Colorado Street
Glendale, CA 91204

CERTIFIED MAIL



9589 0710 5270 0623 4457 11



Jaguar Land Rover North America, LLC
Customer Assistance Center
100 Jaguar Land Rover Way
Mahwah, NJ 07495

1-866-97-LEMON (1-866-975-3666)

www.MargarianLaw.com

Consumer Class Action – Lemon Law – Auto Dealer Fraud

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

9589 0710 5270 0225 0720 6856
TT 2544 E290 0225 0720 6856

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Hovanes Margarian, SBN 246359; Armen Margarian, SBN 313775 The Margarian Law Firm, 462 West Colorado Street, Glendale, CA 91204		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 5/08/2024 5:24 AM David W. Slayton, Executive Officer/Clerk of Court, By N. Chambers, Deputy Clerk	
TELEPHONE NO.: (818) 553-1000 FAX NO.: (818) 553-1005 EMAIL ADDRESS: hovanesm@margarianlaw.com ATTORNEY FOR (Name): Sana Sarkis Vorperian, an individual			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 9425 Penfield Avenue MAILING ADDRESS: 9425 Penfield Avenue CITY AND ZIP CODE: Chatsworth, CA 91311 BRANCH NAME: Chatsworth Courthouse			
CASE NAME: Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24CHCV01776
		JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Seven (7)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: 05/08/2024
- Hovanes Margarian, Esq. /s/ Hovanes Margarian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE	
<ul style="list-style-type: none"> Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only. 	

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/DP/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/DP/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/DP/WD

Non-PI/DP/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/DP/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input checked="" type="checkbox"/> 3701 Contractual Fraud	1, 2, <u>3</u> , 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE Sana Sarkis Vorperian v. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 12114 Darby Avenue	
CITY: Porter Ranch	STATE: CA	ZIP CODE: 91326		

Step 5: Certification of Assignment: I certify that this case is properly filed in the North Valley District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 05/08/2024

/s/ Hovanes Margarian

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/08/2024 5:24 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Chambers, Deputy Clerk

Hovanes Margarian SBN 246359
hovanesm@margarianlaw.com
Armen Margarian, SBN 313775
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THE MARGARIAN LAW FIRM
462 West Colorado Street
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Telephone Number: (818) 553-1000
Facsimile Number: (818) 553-1005

Attorneys for Plaintiff
SANA SARKIS VORPERIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES, NORTH VALLEY JUDICIAL DISTRICT

SANA SARKIS VORPERIAN, an individual,

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH AMERICA,
LLC, a Delaware Limited Liability Company; and
DOES 1 through 30, inclusive,

Defendants.

Case No.: **24CHCV01776**

**PLAINTIFF'S STATEMENT OF
DAMAGES**

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NOW COMES Plaintiff SANA SARKIS VORPERIAN, an individual, ("Plaintiff") by and through Plaintiff's attorneys of record, The Margarian Law Firm, with Plaintiff's Statement of Damages against Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company; and DOES 1 through 30, inclusive, alleges and affirmatively states as follows:

DAMAGES

1. Actual Damages:

a. Total Sale Price: Fifty-One Thousand Nine Hundred Fifty Dollars and No Cents (\$51,950.00)

2. Civil penalties pursuant to Magnuson-Moss Warranty Act, UCC, and California Code:

a. Twice the actual damages, hence One Hundred Three Thousand Nine Hundred Dollars and No Cents (\$103,900.00)

3. Attorneys' fees:

a. At an hourly rate of Seven Hundred Fifty Dollars and No Cents (\$750.00)

4. Costs:

Filing Fees	Four Hundred Thirty-Five Dollars and No Cents (\$435.00)
e-Filing Fees	Twenty-Five Dollars and Eighty-Three Cents (\$25.83)
Service of Process Fees	Eighty Dollars and No Cents (\$80.00)
Sub-Total	Five Hundred Forty Dollars and Eighty-Three Cents (\$540.83)

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1 Grand total of One Hundred Fifty-Six Thousand Three Hundred Ninety Dollars and Eighty-Three
2 Cents (\$156,390.83) plus attorneys' fees to date at time of settlement or judgment. The proposed form of
3 judgment is an immediate cash payment of the aforementioned sums. This Statement of Damages is
4 subject to amendment.

5 DATED: 05/08/2024

THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204

7
8 By /s/ Hovanes Margarian
Hovanes Margarian
Attorney for Plaintiff
9 SANA SARKIS VORPERIAN

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 05/08/2024 <small>David W. Slayton, Executive Officer / Clerk of Court</small> By: <u>N. Chambers</u> Deputy
<small>COURTHOUSE ADDRESS:</small> Chatsworth Courthouse 9425 Penfield Avenue, Chatsworth, CA 91311	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> 24CHCV01776

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Andrew E. Cooper	F51					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 05/08/2024 (Date) By N. Chambers, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion.

They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

- b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

- c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>